

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Jacabb Utilities, LLC for approval of an expansion of its existing sewer service area to include certain portions of Oconee County pursuant to agreement with The Landing at Clemson Marina Homeowner's Association.

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2011 - 222 - S

(Please type or print)

Submitted by: James S. Eakes
Address: Allen and Eakes
PO Box 1405
Anderson, SC 29622

SC Bar Number: SC Bar # 1820Telephone: 864-224-1681Fax: 864-234-8411

Other: _____

Email: sheilat@goldieassociates.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: _____

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)			
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request	
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certification	
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation	
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement	
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment	
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter	
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response	
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery	
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition	
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation	
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena	
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Other: Amended Application	
<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order		
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest		
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit		
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report		

SWC TANK
PSC SC

RECEIVED

ALLEN AND EAKES

ATTORNEYS AT LAW

P.O. BOX 1405

ANDERSON, S. C. 29622

RICHARD K. ALLEN, JR.*
JAMES S. EAKES*

THOMAS ALLEN (1881-1963)
RICHARD K. ALLEN (1921-1982)

TEL. (864) 224-1681
114 WEST ORR STREET
ZIP 29625
FAX (864) 231-8411

May 18, 2011

VIA - FIRST CLASS MAIL

* CERTIFIED CIVIL COURT MEDIATOR

The Honorable Jocelyn D Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, SC 29210

RE: Application of Jacabb Utilities, LLC for approval of an expansion of its existing sewer service area to include certain portions of Oconee County pursuant to agreement with The Landing at Clemson Marina Homeowner's Association.

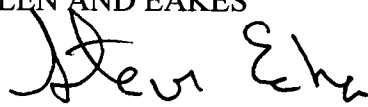
Dear Ms. Boyd:

Enclosed for filing are the original and ten (10) copies of Application of Jacabb Utilities, LLC in the above reference matter. I would appreciate your acknowledging receipt of this document by date-stamping the extra copy of this letter that is enclosed and returning it to me via first class mail.

✓
By copy of this letter, I am serving the Office of Regulatory Staff and enclose a certificate to that effect. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

ALLEN AND EAKES



James S. Eakes
Attorney at Law

JSE
Enclosure

cc: Dukes Scott, Executive Director, ORS
Stephen R. Goldie, Jacabb Utilities, LLC

MAIL / DMS
PSC SC

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BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2011-____- S

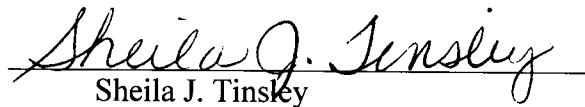
IN RE:

Application of Jacabb Utilities, LLC for
approval of an expansion of its existing
sewer service area to include certain
portions of Oconee County pursuant to
agreement with The Landing at Clemson
Marina Homeowner's Association.

CERTIFICATE OF SERVICE

This is to certify that I have caused to be served this day one (1) copy of the
Application by placing same in the care and custody of the United States Postal Service
with first class postage affixed thereto and addressed as follows:

Dukes Scott
Office of Regulatory Staff
Post Office Box 11263
Columbia, SC 29211


Sheila J. Tinsley

Seneca, South Carolina
This 31 day of May 2011

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2011-_____-S

IN RE:

Application of Jacabb Utilities, LLC for
approval of an expansion of its existing
sewer service area to include certain
portions of Oconee County pursuant to
agreement with The Landing at Clemson
Marina Homeowner's Association.

APPLICATION

Jacabb Utilities, LLC ("Applicant" or "Utility") pursuant to S.C. Code Ann §58-5-210 (1976) and Vol. 26 S.C. Code Ann. Regs. RR. 103-541 (Supp. 2007) hereby applies for an expansion of its authorized sewerage service area to include certain portions of Oconee County, South Carolina pursuant to the agreement with The Landing at Clemson Marina Homeowner's Association. In support of this Application, Applicant would respectively show as follows:

1. Applicant is a public utility currently authorized to operate water and wastewater systems under the jurisdiction of the Commission in Oconee County, as well as certain other counties in this state. Its corporate charter is presently on file with the Commission and an appropriate bond has been posted with same. A schedule of rates and charges for Applicant's sewer service has previously been approved by Commission Order No. 2004-101 and Order No. 2008-422 in Docket No. 2003-277-S.

2. The Applicant currently provides sewerage service in Anderson County, South Carolina, as well as providing sewerage service in other counties in this state. The sewer

service area for which expansion is sought (the “Proposed Service Area”) is located in Oconee County, South Carolina, includes proposed twenty-four (24) townhomes in The Landing at Clemson Marina and is controlled by The Landing at Clemson Marina Homeowner’s Association (“HOA”). It is the desire of the HOA that Utility provide sewerage service to the townhomes at The Landing at Clemson Marina utilizing the onsite sewage treatment and disposal system (“System”), as agreed upon in Exhibit A. The Agreement is conditioned upon approval of the Application by this Commission. The treatment and disposal system has been approved by South Carolina Department of Health and Environmental Control (SCDHEC) and the Utility has been authorized to own and operate as described in the attached Amendment to Escrow & Operation Agreement, Exhibit B.

3. TD Bank, owner of the System, conveyed to Utility a Bill of Sale and Grant of Easement with the necessary easements and rights-of-way required to serve the Proposed Service Area, Exhibit C.

4. The Proposed Service Area is not presently served by any public utility providing sewer service subject to the jurisdiction of this Commission. Moreover, no governmental entity has sewer service facilities in the Proposed Service Area.

5. The Oconee Joint Regional Sewer Authority as the designated management authority under the 208 Plan for Oconee County has declined serving the Proposed Service Area as stated in an email to Bill Kreckler at DHEC, see Exhibit D.

6. Applicant requests that it be allowed to provide service in the Proposed Service Area pursuant to the terms, conditions, rates and charges set forth in its existing rate scheduled as approved under Order No. 2004-101 and Order No. 2008-422 and in

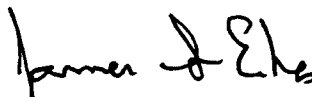
accordance with the terms of the HOA Agreement and DHEC Amendment to Escrow & Operation Agreement.

7. Applicant requests for this proposed service area only the following charges be added to the approved rate schedule:

- a. Sewer Tap Fee for new connections - \$550.00
- b. Notification Fee – A fee of ten dollars (\$10.00) be charged each customer to whom the utility mails the notices as required by Commission Rule R.103-535 prior to service being discontinued. This fee assesses a portion of the clerical and mailing costs of such notices to the customers creating the cost.
- c. Customer New Account Charge – A one time fee of twenty-five dollars (\$25.00) will be charged to defray the cost of initiating a new customer's service.

8. In view of the foregoing, Applicant is informed and believes that the public convenience and necessity will be served by the approval of this Application.

9. WHEREFORE, having fully set forth its Application, Applicant prays that the Commission grant the requested expansion of its sewerage service territory to include the entirety of the Proposed Service Area in accordance with the terms and conditions of the foregoing agreements; that the terms, conditions, rates and charges approved by the Commission for Applicant's currently authorized sewer service territory and in effect from time to time, and as provided for in the agreements, apply to the provision of sewer service in the Proposed Service Area; that, if no intervention is filed, hearing on the within matter be waived or review of the within application be expedited, and that Applicant be granted such other and further relief as the Commission may deem just and proper.



James S. Eakes
Allen and Eakes
PO Box 1405
Anderson, SC 29622
(864) 224-1681

Attorney for Applicant

Anderson, South Carolina

This 23rd day of May 2011

“EXHIBIT A”

**Agreement between JACABB Utilities, LLC and
The Landing at Clemson Marina Home Owner’s Association**

**AGREEMENT BETWEEN
JACABB UTILITIES, LLC AND THE LANDING AT CLEMSON MARINA
HOME OWNER'S ASSOCIATION**

This Agreement is hereby entered into on this the 14TH day of APRIL, 2011 between The Landing at Clemson Marina Home Owner's Association (the "HOA") and JACABB Utilities, LLC (the "Utility"), a licensed utility company in the State of South Carolina. (HOA and Utility collectively referred to herein as the "Parties".)

WHEREAS Utility will provide residential sanitary sewer service ("Services") for the twenty-four (24) lots ("Lots") with four current townhomes ("Unit" or "Units") in Phase 1 at The Landing at Clemson Marina ("Property");

THEREFORE, for good and valuable consideration, including the mutual promises set forth herein, Utility and the HOA agree as follows:

HOME OWNER'S ASSOCIATION

1. HOA warrants that it represents the owners of the Units and is legally authorized and entitled to enter into this Agreement.
2. HOA shall be responsible for the costs of the real property taxes, insurance, ground maintenance and any and all other costs associated with the land subject to the Drain field Easement.
3. HOA shall ensure that the owners of the Units are made aware of the Prohibited Items listed in Exhibit 1. These items are non-biodegradable or harmful products and shall not be introduced into the sewer system. HOA will be responsible for any costs associated with damage to the system resulting from the Prohibited Items listed in Exhibit 1.
4. HOA will be responsible for any costs associated with maintenance and repairs of the sewer system prior to the Utility receiving approvals from both South Carolina Department of Health and Environmental Control (SCDHEC) and the Public Service Commission (PSC).

UTILITY

1. Utility agrees to provide wastewater utility service according to the terms and conditions of this Agreement and in accordance with the requirements and procedures established by SCDHEC and PSC.
2. Utility will be responsible for the maintenance of the pumps, pipes, valves and other appurtenances that are part of the system.
3. Utility shall not be responsible for any taxes, insurance, ground or road maintenance, and any and all other costs associated with the real property at the Property.
4. Utility has no obligation to install, upgrade or expand any of the wastewater treatment facilities to serve additional residential or commercial Units at the Property.
5. Utility shall have the right to terminate sewer service to the Unit owners in accordance with the requirements and procedures established by the South Carolina Public Service Commission.

CONTINGENCIES

1. This Agreement is specifically conditioned upon, and expressly subject to, the final approval by both the SCDHEC and PSC. Upon execution of this agreement and receipt of recorded Bill of Sale and Easement for the sewer system, the Utility will submit an application to the PSC for approval. All terms and conditions contained herein are subject to the Utility receiving an executed agreement with SCDHEC and approval from the PSC.

GENERAL

1. All connections for new Service must be inspected by the Utility prior to backfilling and covering of any pipes. Written notice to the Utility requesting an inspection of a connection shall be made at least forty-eight (48) hours in advance of the inspection, excluding weekends and official Utility holidays.
2. Prior to the commencement of Services on any Units constructed after the date of this Agreement, the new Unit owners will be responsible for the payment to Utility of sewer tap-on or connection fees at the rate as in effect from time to time prior to the provision of Service to any Unit within the Property. All fees, usage and all other

incidental rates and charges shall be rendered by Utility in accordance with Utility's rates, rules and regulations and conditions of service as approved by the South Carolina Public Service Commission.

3. A monthly tariff, currently \$53.16, at the rate as in effect from time to time, will be charged to each Unit owner.

INDIVIDUAL SEPTIC TANKS

1. Individual residential septic tanks shall be inspected annually. The individual Unit owner shall bear the cost of these inspections and any necessary repairs or solids removal.

2. The Utility will make available a list of approved inspectors for these inspections. However, if the Unit owners desire to use another inspector, the owner will submit the inspector's name to the Utility for approval. A completed inspection certification from the approved inspector shall be submitted to the Utility. Should the Utility not receive an inspection certification, the Utility will begin the disconnect process for the Services.

This Agreement entered in to this 14th day of APRIL 2011.

THE LANDING AT CLEMSON MARINA HOME OWNER'S ASSOCIATION, INC.

By: Robert Holmes
Name Robert Holmes
Its: President

JACABB UTILITIES LLC:

By: Stephen Goldie
Name Stephen Goldie
Its: Managing Owner

Wastewater Treatment System Requirements to be included in Covenants and Restrictions

Unit owners shall:

Provide for unfettered access to the valve box by the maintenance company operator for inspection and maintenance.

NOT flush dangerous and damaging substances into your wastewater treatment system such as pharmaceuticals, excessive amounts of bath or body oils, water softener backwash, flammable or toxic products, household cleaners (especially floor wax and rug cleaners), chlorine bleach, chlorides, pool or spa products, pesticides, herbicides, or agricultural chemicals or fertilizers.

Report any broken, damaged or missing hardware such as lids and air vents to the maintenance company operator.

NOT use special additives that are touted to enhance the performance of your septic tank or treatment system because they will harm the natural microorganisms that grow in your system.

Compost scraps or dispose with household trash. Food by-products accelerate the need for septage pumping and increase maintenance frequency.

Use the trash can for disposal of substances that cause maintenance problems and/or increase the need for septage pumping, such as: egg shells, cantaloupe seeds, gum, coffee grounds, tea bags, chewing tobacco, cigarette butts, paper towels, newspapers, sanitary napkins, diapers, kitty litter, candy wrappers, cooking grease, rags, and large amounts of hair.

Collect grease in a container and dispose with your household trash.

NOT leave interior faucets on for any reason, such as protecting water lines during cold spells.

NOT use excessive amounts of water and conserve water as much as possible. Using 50 gallons per person per day is typical.

Maintain internal home plumbing system in good repair and eliminate leaks, drips, or excess flows immediately.

Keep lint out of your wastewater treatment system by cleaning the lint filters on your washing machine and dryer before every load. Adding a supplemental lint filter on your washing machine is a good precautionary measure.

NOT connect rain gutters or storm/diversion drains to the system or allow surface water/runoff to drain to or collect near tanks or equipment.

“EXHIBIT B”

Amendment to Escrow & Operation Agreement

RECEIVED

MAY 04 2011

WATER FACILITIES
PERMITTING DIVISION

STATE OF SOUTH CAROLINA }
 }
COUNTY OF OCONEE } AMENDMENT TO ESCROW & OPERATION
 } AGREEMENT

This Amendment to the Escrow and Operation Agreement (Amendment) is made and entered this 5th day of ~~April~~ ^{May}, 2011 and amends the original Escrow and Operation Agreement dated 20 July, 2005 (Agreement), by and between The Landing at Clemson Marina, LLC (former Owner) and the South Carolina Department of Health and Environmental Control (DHEC or the Department). To the extent the original Agreement is not modified by the following Terms and Provisions of this Amendment, it is incorporated by reference into this Amendment and remains in full force and effect.

FACTUAL BACKGROUND

Since the signing of the original Escrow and Operation Agreement, the following events have occurred.

1. In January 2009, the Department received a complaint that the system was malfunctioning. Upon investigation, the Department learned that the former Owner and Developer of the property, The Landing at Clemson Marina, LLC, was no longer maintaining the community septic system as required by the Agreement. Moreover, the Owner and developer could not be located.
2. The Department further discovered, Provision 4.a of the original Agreement had been violated. The ten thousand dollars (\$10,000) required to be deposited into the Escrow account and intended to fund repairs to the system was missing. The escrow account was empty.
3. One building of the planned six (6) buildings had been constructed. Two (2) units in the four-unit building had been sold to individual owners (Homeowners).

4. The Department subsequently learned that Provision 4.b of the original requiring a deposit of an amount of thirteen thousand four hundred and sixty-seven dollars into the escrow account at the completion of each four-unit building had also been violated. No money was available for repair of the system.

5. Around this time, the property known as "The Landing at Clemson Marina" including, the property on which the community septic system was located went through foreclosure. As a result of the foreclosure, Carolina First Bank and Community South Bank took ownership of the property. Carolina First Bank acquired the land on which the wastewater system and drainfield were located.

6. On 4/7/11, TD Bank, the successor in interest to Carolina First Bank sold the wastewater system fixtures and components [See Bill of Sale, Attachment A] to JACABB Utilities, LLC (JACABB). TD Bank also granted an easement [See Easement, Attachment B] to JACABB for the land on which the system is located.

7. Following extensive discussions by and between townhome owner, Rob Holmes, TD Bank, JACABB Utilities, LLC, and DHEC, and subsequent to approval by the Oconee Regional Sewer Authority, this amendment to the original agreement was drafted to memorialize the changed circumstances in ownership and provide for necessary repairs and the ongoing maintenance and operation of the system.

TERMS AND PROVISIONS

The new Owner, JACABB, and its successors and assigns, shall:

1. Assume full responsibility for the operation, maintenance, repair and replacement of all components of the wastewater system with the exception of the individual septic tanks. JACABB shall properly operate and maintain in good working order, and operate as efficiently as possible, all facilities and systems which are installed or used to achieve compliance with the terms and conditions of the original Construction Permit.

2. Obtain all necessary approvals from the Public Service Commission (PSC) related to the ownership and operation of the wastewater system.
3. Contract separately with an operator approved by DHEC, such as Goldie & Associates, for the operation and maintenance of the system in the event that JACABB is unable to serve as operator of the system.
4. In the event JACABB fails to contract with an approved operator or breaches the contract with the operator for the operation and maintenance of the system, in addition to all statutory and regulatory remedies available, DHEC may revoke the approval for this system and hire an approved operator at Owners' expense.
5. Comply with all regulations, notifications, and approvals required by the original Permit, original Agreements and applicable state and federal law.
6. In the event JACABB, as Owner, determines to sell or otherwise transfer or convey the wastewater system components, DHEC must approve the transfer and the new owner or operator and this Agreement must be modified to recognize the new owner and/or operator and the obligations of each party. No less than thirty (30) days prior to the transfer, JACABB must send notice and written application requesting a transfer of the system to,

Attn: Domestic Wastewater Permitting Section
Department of Health and Environmental Control
Bureau of Water
2600 Bull St.
Columbia, SC 29201

The application shall include JACABB's certification that it has complied with this Amendment and Agreement, and the onsite wastewater system is in compliance with state and federal statutory and regulatory requirements.

7. If, during the term of this Amendment and Agreement, any event arises that would inhibit or prohibit JACABB from complying with the duties, obligations, or responsibilities imposed by this Amendment and Agreement, JACABB must give immediate notice to DHEC at the address listed above. Immediate notice is defined as within twenty-four (24) hours or as soon as feasible.

8. Provide DHEC with an original, signed Bill of Sale for the wastewater system.

9. Provide DHEC with a valid, recorded easement in accordance with Reg. 61-56, Section 103.1(2) for the land on which the system components and drainfield are located. Section 103.1 (2), states, the easement "must allow ingress and egress for construction, operation, maintenance, replacement and repair and must run with the land."

In consideration of the above, DHEC shall:

1. Waive civil fines and penalties for the violations resulting from the original Owner's abandonment of the community septic system.

2. Waive any request that JACABB replace the twenty-three thousand, four-hundred, sixteen dollars and 67 cents (\$23,416.67) missing from the original escrow account.

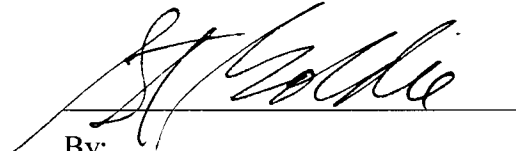
3. Accept the financial approval by the Public Service Commission and JACABB's known history to DHEC as an operator and owner of wastewater systems in lieu of the need for escrow deposits by JACABB and as fulfillment of the requirement for financial assurances referenced in Reg. 61-56, Section 401.3(4).

4. Approve JACABB Utilities, LLC as the new owner of the system.

5. Approve Goldie & Associates as the new operator of the system.

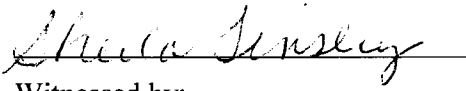
Both Parties agree:

1. Nothing in this Amendment or the Agreement shall be construed to limit DHEC's authority to issue orders, impose fines, or take other action it deems necessary to protect the environment, public health, and safety, or to compel compliance with the laws of this state. The Owner's failure to comply with this Agreement shall subject it to all applicable enforcement actions in accordance with DHEC's statutory and regulatory authority.


By:

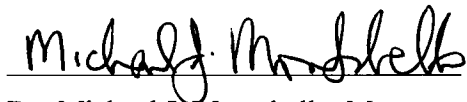
For JACABB Utilities, LLC.

5/2/11
Date

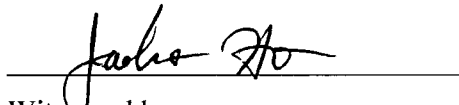

Witnessed by:

As to JACABB Utilities, LLC

5/2/11
Date


By: Michael J. Montebello, Manager
For SC DHEC Bureau of Water

5/5/2011
Date


Witnessed by:

As to SC DHEC

5/5/2011
Date

“EXHIBIT C”

Bill of Sale and Grant of Easement

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

)
)
)
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that TD Bank, NA, Successor in interest to Carolina First Bank (herein, "Carolina First Bank"), for and in consideration of the sum of One and no/100 (\$1.00) Dollar, has bargained, sold, quit-claimed or released and by these presents does bargain, sell, quit-claim and deliver to JACABB Utilities, LLC, its successors and assigns, the following (comprising all of the tangible assets and inventory of the sewer and septic system serving Phase I of The Landing at Clemson Marina, in Oconee County, South Carolina):

1. All existing gravity sewer mains, force mains, manholes, sewer lines, pipes, pumps, septic drainlines and equipment serving Phase I of The Landing at Clemson Marina in Oconee County, South Carolina.

2. Any and all assets of the sewer and septic system serving Phase I of The Landing at Clemson Marina.

3. All assets shown on Exhibit "A" attached hereto.

TO HAVE AND TO HOLD the said above-described assets and the assets shown on Exhibit "A" attached to the Bill of Sale until the said JACABB Utilities, LLC, its successors and assigns forever so that neither Carolina First Bank nor its successors or assigns, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 7TH day of APRIL, 2011.

IN THE PRESENCE OF:

TD BANK, NA, SUCCESSOR IN
INTEREST TO CAROLINA
FIRST BANK

Tara Golzberg
Tara Golzberg
Witnesses

By: [Signature]
Its: [Signature]

EXHIBIT "A"

Six hundred twenty-three (623) linear feet of 8" gravity sewer

Four (4) manholes

One (1) pump station

One thousand seven hundred sixty (1,760) linear feet of 3" force main

Five thousand thirty-six (5,036) linear feet of septic drainline

Miscellaneous piping and appurtenances

GRANT OF EASEMENT

A non-exclusive easement and right-of-way for purposes of ingress and egress on all roads within The Landing at Clemson Marina and running along the side of Shiloh Road as shown on Exhibit A; and a non-exclusive easement and right-of-way twenty feet (20') wide along Road 1 and Road 2 for all utility easements and two twenty foot wide rights-of-way from Road 1 to the drainfield for drainfield access, and a twenty foot wide right-of-way from the end of Road 1 to the adjacent property, TMS No. 271-00-01-001, as shown on Exhibit A. The conveyance of said non-exclusive easement and right-of-way to the Grantee herein, its successors and assigns, is intended to provide Grantee and its successors and assigns a right of ingress and egress from Shiloh Road over and across lands of the Grantor to an 8.898 acre tract described below for the purposes of providing to the owners of 24 lots within Phase I of The Landing at Clemson Marina with septic and sewer services.

AND, ALSO: A non-exclusive easement for purposes of ingress, egress and operation of sanitary sewer and septic drainfields ("Drainfield Easement") as may be permitted by the South Carolina Department of Health and Environmental Control (its successors and assigns) from time to time over, under and across all

that certain piece, parcel, or tract of land situate, lying and being in Oconee County, State of South Carolina, containing 8.898 acres, more or less, designated as Parcel "B" as shown on Final Plat for The Landing at Clemson Marina Residential Subdivision Lots 1-10 by Clemson Engineering Services dated April 21, 2005 and recorded on April 27, 2005, Vol. B62, pages 7 & 8 in the Register of Deeds office for Oconee County, State of South Carolina, and having such courses and distances and metes and bounds as upon said plat appear. For an accurate description of the tract herein conveyed, reference is invited to the recorded plat, and the description contained thereon is incorporated herein by reference. This property is designated for use as a septic system drainfield and repair area as permitted by South Carolina Department of Health and Environmental Control; provided, however, that this Drainfield Easement shall terminate and expire upon the owners of the 24 lots, intended to benefit from the septic sewer system contemplated hereby, having sufficient septic sewer service otherwise.

This conveyance is specifically made subject to any and all recorded rights-of-way, easements, encroachments, conditions, restrictions, and zoning ordinances pertaining to the property herein conveyed and, in addition, is subject to any of the foregoing which may appear from an inspection of the premises and/or which may appear according to a current survey.

Together with the right, from time to time, to install utility pipelines, sewer lines, lines, pipes, pumps, equipment, manholes and meters in said development near the lot lines, with the right from time to time, cut or remove trees, underbrush and other obstructions that are over, under, or through a strip of land extending five (5) feet on either side of the center of the pipeline, manholes, lines, sewer lines, valves, and meters; provided, however, any damage to the property of Grantor (other than that caused by trimming, cutting or removing) caused by Grantee in maintaining or repairing said utility pipelines, lines, sewer lines, valves, and meters shall be borne by the Grantee. Notwithstanding the foregoing, Grantee will be responsible to repair and/or replace any other damage it causes to other utility lines serving the development or any permanent improvements thereupon.

The words "Grantor" and "Grantee" shall include and shall be bound by their respective heirs, executors, administrators, successors, and assigns as the case may be, specifically the Homeowner's Association for The Landing at Clemson Marina.

TMS NUMBER: 257-00-02-008

GRANTEE'S MAILING ADDRESS: 210 West North Second Street
Seneca, South Carolina 29678

Driving, parking or building on property identified herein is prohibited.

TOGETHER with all and singular Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident and appertaining.

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, its successors and assigns forever.

The Grantor shall be responsible for the costs of the real property taxes for 2011 and 2012, and thereafter the real property taxes, insurance and any and all other costs associated with the possession of the land subject to the Drainfield Easement will be the expense of owners of the townhome units serviced by Grantee.

7TH IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this day of APRIL, 2011.

Signed, Sealed and Delivered
in the Presence of:

Tara Gohl
Tara Golzbein

TD BANK, NA, SUCCESSOR IN
INTEREST TO CAROLINA FIRST
BANK

By: [Signature]
Its: VICE PRESIDENT

MAINE
STATE OF ~~SOUTH CAROLINA~~)
CUMBERLAND)
COUNTY OF ~~OCONEE~~)

ACKNOWLEDGMENT

I, JASON JOSEPH SPANN, Notary Public for the State of South Carolina, do hereby certify that the above-named FLORINDA FRANKLIN, as VICE PRESIDENT for TD Bank, NA, Successor in interest to Carolina First Bank, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 7TH day of APRIL, 2011.

[Signature]
NOTARY PUBLIC
My commission expires:

JASON JOSEPH SPANN
Notary Public, Maine
My Commission Expires September 15, 2012

(NOTARY SEAL)

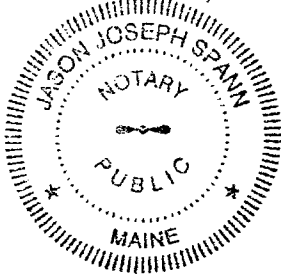
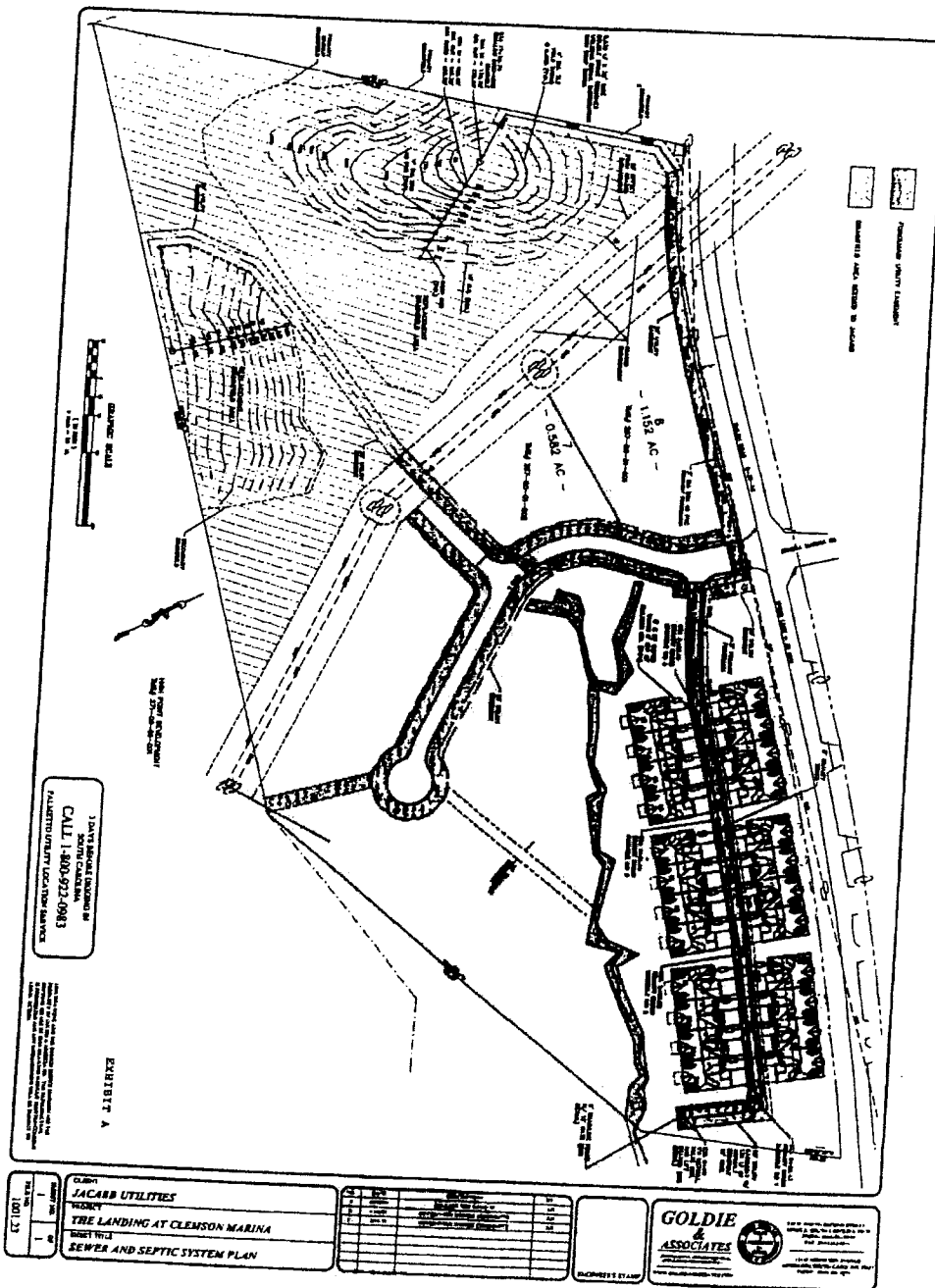


EXHIBIT A



~#4838-6848-6406 v.2~

“EXHIBIT D”

E-Mail from Oconee Joint Regional Sewer Authority

Sheila Tinsley

From: William Bill Krecker [KRECKEWR@dhec.sc.gov]
Sent: Friday, March 19, 2010 10:16 AM
To: Sheila Tinsley
Subject: Fwd: Re: Landing at Clemson Marina

Sheila,

I don't believe I copied you on this message from OJRSA. Nancy and I talked with Steve today and I told him we'd send you a copy for you file.

Hope you had a WONDERFUL time away.

Bill

>>> William "Bill" Krecker 3/3/2010 8:00 AM >>>
Bob,

Thank you for promptly contacting us and informing us of the decision of the Commission.

We shall proceed with arrangements to secure an appropriate entity to accept operation and maintenance responsibility for the existing community wastewater system serving The Landing at Clemson Marina. We will notify you when these arrangements are finalized and provide you with copies of documents accordingly.

Regards,

Bill Krecker
Project Manager
BOW/WPC/Enforcement
803-898-4247

>>> ocsmanager <ocsmanager@bellsouth.net> 3/2/2010 4:26 PM >>>
Bill,

This message follows missing you several times today by telephone. I wanted to inform you that the OJRSA Board voted last evening to decline taking over the O&M of the Community Septic Systems serving the Landing at Clemson Marina. I know this has been and is a pressing issue and I appreciate your contacting the OJRSA for the opportunity to consider the matter. This action by the Board should help you in reaching a decision for future O&M of the system.

Thanks for your consideration and if you need anything further, please call.

Bob Winchester
OJRSA Director
864-972-3900